

EXHIBIT A

(Complaint)

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SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PG&E CORPORATION, a business entity; and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

AMIR SHAHMIRZA, an individual; KOMIR, INC., a business entity

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED FILED
SAN MATEO COUNTY

NOV 09 2018

Clerk of the Superior Court
By MIRNA P. RIVERA-MARTINEZ
DEPUTY CLERK

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California,
County of San Mateo
400 County Center, Redwood City, CA 94063

CASE NUMBER:
(Número del Caso): **18 CIV 06064**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Duncan McGee Nefcy, One Embarcadero Center, 5th Fl. San Francisco, CA 94111 (415) 315 1653

DATE:
(Fecha)

NOV 09 2018

Clerk, by **NEAL TANIGUCHI**
(Secretario)

MIRNA P. RIVERA-MARTINEZ
(Deputy Clerk)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): PG&E Corporation, a business entity
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Duncan McGee Nefcy (315142) MELLEN LAW FIRM One Embarcadero Center, Fifth Floor San Francisco, CA 94111 TELEPHONE NO.: 415.315.1653 FAX NO.: 415.276.1902 ATTORNEY FOR (Name): Plaintiffs AMIR SHAHMIRZA and KOMIR, INC.,		FOR COURT USE ONLY ENDORSED FILED SAN MATEO COUNTY NOV 09 2018 Clerk of the Superior Court By <u>MIRNA P. RIVERA-MARTINEZ</u> DEPUTY CLERK	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS 400 County Center MAILING ADDRESS CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Rene C. Davidson Courthouse			
CASE NAME: SHAHMIRZA et al. v PG&E CORP.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER 18 CIV 06064 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

BY FAX

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) Other PI/PPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PPD/WD (23) Non-PI/PPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input checked="" type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 8, 2018

Duncan McGee Nefcy

(TYPE OR PRINT NAME)

Duncan McGee Nefcy

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case
Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Matthew Mellen (Bar No. 233350)
Duncan McGee Nefcy (Bar No. 315142)
MELLEN LAW FIRM
One Embarcadero Center, Fifth Floor
San Francisco, CA 94111
Telephone: (415) 315-1653
Facsimile: (415) 276-1902
Email: email@mellenlawfirm.com

Attorney for Plaintiff,
AMIR SHAHMIRZA
KOMIR, INC.

ENDORSED FILED
SAN MATEO COUNTY

NOV 09 2018

Clerk of the Superior Court
By MIRNA P. RIVERA-MARTINEZ
DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

AMIR SHAHMIRZA, an individual; KOMIR,
INC., a business entity;

Plaintiffs,

v.

PG&E CORPORATION, a business entity; and
DOES 1 through 10, inclusive

Defendants.

Case No.:

18CV06064

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

1. Trespass;
2. Interference with Prospective
Economic Advantage;
3. Violation of Bus. & Prof. Code §
17200 et seq. (Unfair Business
Practices)

BY FAX

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFFS, AMIR SHAHMIRZA and KOMIR, INC.;

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1 currently and at all relevant times owned, maintained, or controlled powerlines that run over
2 Plaintiffs' property which is the subject of this lawsuit.

3 6. Plaintiff is ignorant of the true name and capacities of each Defendant sued herein under
4 the fictitious names DOES 1 through 10, inclusive, and Plaintiff will amend this complaint to
5 allege such names and capacities as soon as they are ascertained. Each of said fictitiously named
6 Defendants is responsible in some manner for the wrongful acts for which Plaintiff has
7 complained herein.

8 7. Plaintiff is informed and believes that at all relevant times, each and every Defendant was
9 acting as an agent and/or employee of each of the other Defendants and was acting within the
10 course and scope of said agency and/or employment with the full knowledge and consent of each
11 of the other Defendants. Plaintiff is informed and believes that each of the acts and/or omissions
12 complained of herein was made known to, and ratified by, each of the other Defendants

13 8. This court has personal jurisdiction over the parties as all Defendants engage in business
14 within the State of California and the property making up the subject matter of this lawsuit is
15 located in the County of San Mateo, CA.

16 **STATEMENT OF FACTS**

17 9. On or about December 18, 2000, Plaintiffs acquired title the property located at 800
18 Walnut Street, San Bruno, CA 94066 ("the Property") by Grant Deed from Neil & Melanie
19 Hildebrand. The conveyance from Neil & Melanie Hildebrand is recorded as Doc. No. 2000-
20 160019.

21 10. Plaintiffs rightfully own the land as well as all features appurtenant thereto including
22 without limitation rights to the soil beneath the Property and the column of space above the
23 Property.

24 11. Plaintiffs allege herein that Defendant has substantially deprived or interfered with
25 Plaintiffs' use, enjoyment, and interest in a significant portion of this Property.

26 12. Over the summer of this year, Defendant constructed or modified powerlines that run over
27 Plaintiffs' property, namely the Property which is the subject of this lawsuit.

1 13. The powerlines that Defendant constructed over the Property were lower by at least eleven
2 (11) feet from where they were previously. Specifically, the powerlines were previously, as well
3 as at the time Plaintiffs acquired the Property, approximately seventy-three (73) feet above the
4 ground, but around late September or early October of this year, Defendant lowered the
5 powerlines to around sixty-two (62) feet above ground from the base of the new towers, which
6 were built closer to the Property's borders.

7 14. Defendant was not authorized by Plaintiff to lower the powerlines as herein described.

8 15. In fact, on or about September 18, 2018, Plaintiff AMIR SHAHMIRZA notified
9 Defendant's agent and employee Scott Brady via email that Defendant does not have Plaintiffs'
10 permission to lower the powerlines as described herein and that they are to cease construction on
11 them until they obtain authorization from Plaintiffs.

12 16. Plaintiffs are informed and believe and thereon allege that as per County of San Mateo
13 codes, ordinances, regulations, and law, they are not allowed to build structures on their land
14 within a certain number of feet of the powerlines.

15 17. By lowering its powerlines, Defendant has made it impossible for Plaintiffs to build a
16 multi-story structure on the Property as allowed by the County of San Mateo.

17 18. Defendant has thereby deprived Plaintiffs of their right to improve their land and have
18 significantly stifled their ability to use the Property.

19 19. At no time did Defendant have any right or permission to lower its powerlines as
20 described herein.

21 20. Furthermore, Defendant was on notice that it did not have permission to lower its
22 powerlines as described herein.

23 21. Defendant now occupies and possess a portion of Plaintiffs' property, and they do not
24 have any right to occupy and possess said portion of Plaintiffs' property.

25 22. Plaintiffs' purchase and sale agreement with the former owners Neil & Melanie
26 Hildebrand constituted a written contract which included as its consideration the ability to
27 improve the Property and build structures thereon that exceed a height of approximately thirty-
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1 five (35) feet or at least two stories. By interfering with Plaintiffs' possession and use of the
2 Property as described herein, Defendant has substantially interfered with Plaintiffs' reasonably
3 anticipated and expected benefit of the agreement between Plaintiffs and Neil & Melanie
4 Hildebrand.

5 23. This suit follows.

6 **FIRST CAUSE OF ACTION**

7 **Trespass**

(Against Defendant PG&E CORPORATION)

8 24. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they
9 were fully set forth herein.

10 25. The elements of a cause of action for Trespass are as follows: 1) plaintiffs owned the
11 property; 2) defendant intentionally entered the property; 3) plaintiffs did not give defendant
12 permission to enter the property; 4) plaintiffs were harmed; and 5) defendant's conduct, namely
13 entering plaintiffs' property, was a substantial factor in causing plaintiffs' harm.

14 26. Plaintiffs owned the Property.

15 27. Defendant intentionally entered the Property when they built powerlines on Plaintiffs'
16 property and lowered the powerlines by several feet thereby entering, occupying, and possessing
17 a portion of Plaintiffs' Property that they had not previously entered, occupied, or possessed.

18 28. Plaintiffs did not give Defendant permission to enter, possess, or occupy the portion of
19 their property that is several feet lower than the previous position of the powerlines.

20 29. Plaintiffs were harmed because as a result of Defendant's conduct, they were deprived of
21 the use of their land. Their harm includes without limitation not being able to build a structure on
22 their property that is higher than one story or approximately twenty-four (24) feet which
23 significantly reduces the value and use of the Property.

24 30. The harm that Plaintiffs suffered is a direct, actual, foreseeable, and legal consequence of
25 Defendant's conduct as described herein. Therefore, Defendant's conduct was a substantial factor
26 in causing Plaintiffs' harm.

1 31. As a result of Plaintiffs' reasonable reliance, they have suffered, and continue to suffer,
2 actual damages including, but not limited to, the loss of their Property, incurred attorneys' fees, a
3 loss of reputation and goodwill, destruction of credit, emotional distress, loss of appetite,
4 frustration, fear, anger, helplessness, nervousness, anxiety, sleeplessness, sadness, and depression,
5 according to proof at trial but within the jurisdiction of this Court.

6 32. Defendant is guilty of malice, fraud and/or oppression, as defined in California Civil Code
7 § 3294. Defendant's actions were malicious and willful in conscious disregard of the rights and
8 safety of Plaintiffs in that Defendant carried out its conduct without regard to Plaintiffs'
9 wellbeing. As such, Plaintiffs are entitled to recover, in addition to actual damages, punitive
10 damages to punish Defendant and to deter them from engaging in future misconduct.

11 **SECOND CAUSE OF ACTION**
12 **Interference With Prospective Economic Advantage**
13 **(Against Defendant PG&E CORPORATION)**

14 33. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they
15 were fully set forth herein.

16 34. The elements of a cause of action for Interference With Prospective Economic Advantage
17 are as follows: 1) plaintiff and a third party were in an economic relationship that probably would
18 have resulted in an economic benefit to plaintiff; 2) defendant knew about the relationship; 3)
19 defendant engaged in wrongful conduct; 4) by engaging in said wrongful conduct, defendant
20 intended to disrupt the relationship or knew that disruption of the relationship was certain or
21 substantially certain to occur; 5) plaintiff was harmed; and 6) defendant's wrongful conduct was a
22 substantial factor in causing plaintiff's harm.

23 35. Neil & Melanie Hildebrand are third parties.

24 36. Plaintiffs and Neil & Melanie Hildebrand were engaged in an economic relationship,
25 namely an exchange of valuable consideration for real property for anticipated commercial use.

26 37. Plaintiffs' consideration for transacting with Neil & Melanie Hildebrand was that Neil &
27 Melanie Hildebrand were transferring title to commercially viable real property to Plaintiffs
28 which included as well as the land itself but also the airspace above the land.

1 38. When Plaintiffs transacted with Neil & Melanie Hildebrand, they reasonably expected to
2 receive real property upon which they could construct a building that stands at least two stories.

3 39. Defendant had knowledge of this relationship because they were on notice at all relevant
4 times by the properly recorded documents recorded in the County of San Mateo as Doc. No.
5 2000-160019 that Neil & Melanie Hildebrand transferred their interest in the Property to
6 Plaintiffs in or around late 2000. Furthermore, Plaintiffs reasonably informed Defendant that they
7 do not have consent to lower their powerlines and that by doing so, they are interfering with their
8 ability to build a structure upon the Property.

9 40. By taking possession of and occupying a portion of Plaintiffs' column of space above the
10 land making up a portion of the Property without Plaintiffs' consideration and against their
11 express instructions not to do so, Defendant wrongfully trespassed on the Property and thereby
12 engaged in wrongful conduct.

13 41. By engaging in the aforementioned wrongful conduct, namely non-consensually
14 possessing and occupying part of Plaintiffs' Property, Defendant has deprived Plaintiffs of the
15 ability to legally construct a structure upon their land that exceeds approximately one story.
16 Limiting Plaintiffs to a structure upon the Property that does not exceed one story significantly
17 stifles the economic viability of the Property. Such limitation means that Plaintiffs cannot realize
18 benefit of their relationship with Neil & Melanie Hildebrand.

19 42. Defendant knew that such conduct would disrupt the relationship between Plaintiffs and
20 Neil & Melanie Hildebrand because Plaintiffs informed Defendant that their conduct is
21 interfering with their ability to construct a structure on the Property as well as the fact that
22 Defendant was at all relevant times on notice of said relationship.

23 43. Plaintiffs were harmed because they are no longer able to build a structure upon the
24 Property that exceeds one story, and such limitation severely limits, if not eliminates entirely, the
25 economic viability of the Property.

26 44. There are laws that specifically limit the physical proximity of structures upon property to
27 powerlines, so the severe limitation on construction of a structure upon the Property is exactly the
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1 kind of thing that Defendant should reasonably expect to result from lowering the powerlines the
2 as described herein, and such a consequence is exactly the kind of thing that makes Defendant's
3 conduct harmful. The resultant loss in economic viability from lowering the powerlines is
4 reasonably foreseeable. It is the kind of thing that makes Defendant's conduct harmful and likely
5 to lead to loss of value for Plaintiffs because a multi-story structure is more valuable and useful
6 than a single-story structure. Defendant's conduct is therefore a substantial factor in causing
7 Plaintiffs' harm.

8 45. As a result of Defendant's conduct as herein described, Plaintiffs have suffered, and
9 continues to suffer, actual damages and various expenses including without limitation loss of use
10 of the Property, loss of marketability of the Property, attorney fees, and various other costs and
11 expenses. Plaintiffs therefore seek from the Court an injunction against Defendant as well as any
12 and all other legal and equitable remedies subject to proof as well as those the Court deems due
13 and proper.

14 46. Defendant is guilty of malice, fraud and/or oppression, as defined in California Civil Code
15 § 3294. Defendant's actions were malicious and willful; in conscious disregard of the rights and
16 safety of Plaintiffs in that the actions were calculated to injure Plaintiffs. As such, Plaintiffs are
17 entitled to recover, in addition to actual damages, punitive damages to punish Defendant and to
18 deter them from engaging in future misconduct.

19 **THIRD CAUSE OF ACTION**
20 **Violation of Bus. & Prof. Code § 17200 et seq.**
(Against Defendant PG&E CORPORATION)

21 47. Plaintiffs incorporate all allegation of this complaint and re-allege them as though they
22 were fully set forth herein.

23 48. Defendant's conduct, as alleged above, constitutes unlawful, unfair, and/or fraudulent
24 business practices, as defined in the California Business and Professions Code § 17200 *et seq.*
25 California Business and Professions Code § 17200 *et seq.* borrows violations from other statutes
26 and laws and makes them unlawful to engage in as a business practice. Plaintiffs' California
27 Business and Professions Code § 17200 allegations are tethered to the following laws:

1 49. Defendant's Trespass constitutes unfair business practices in violation of California
2 Business and Professions Code § 17200 *et seq.*

3 50. Defendant's Intentional Interference With Plaintiffs' Prospective Economic Advantage
4 constitutes unfair business practices in violation of California Business and Professions Code §
5 17200 *et seq.*

6 51. Defendant's conduct as described herein was also unlawful and fraudulent because it
7 violated the law and was likely to deceive others.

8 52. As a result of Defendant's wrongful conduct, Plaintiffs have suffered various injuries
9 according to proof at trial, including but not limited to the imminent loss of the Property.

10 53. As an actual and proximate result of Defendant's conduct as herein described, Plaintiffs
11 lost actual property.

12 54. Likewise, Plaintiffs were injured and are entitled to actual damages including but not
13 limited to, loss of money and property, loss of reputation and goodwill, severe emotional distress,
14 loss of appetite, frustration, fear, anger, helplessness, nervousness, anxiety, sleeplessness,
15 sadness, and depression, according to proof at trial but within the jurisdiction of this Court.

16 55. Plaintiffs seek injunctive relief enjoining Defendant from engaging in the unfair business
17 practices described herein.

18 56. Plaintiffs further seek restitution, disgorgement of sums wrongfully obtained, costs of suit,
19 reasonable attorney's fees, and such other and further relief as the Court may deem just and
20 proper.

21 57. Defendant is also guilty of malice, fraud and/or oppression, as defined in the California
22 Civil Code § 3924. Defendant's actions were in conscious disregard of the rights and safety of
23 Plaintiffs in that the actions were calculated to injure Plaintiffs. As such, Plaintiffs are entitled to
24 recover, in addition to actual damages, punitive damages to punish Defendant and to deter it from
25 engaging in future misconduct and attorney's fees.

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1. For an order requiring Defendant to show cause, if they have any, why they should not be enjoined as set forth below, during the pendency of the action;
2. For a temporary restraining order, preliminary and permanent injunction preventing Defendant, or anyone acting in concert with them from constructing more powerlines on the Property or further lowering any powerlines and for transferring any rights thereto;
3. For a temporary restraining order, preliminary and permanent injunction preventing Defendant, or anyone acting in concert with them from maintaining the powerlines that were lowered or transferring rights thereto;
4. For a preliminary and permanent injunction preventing Defendant, or anyone acting in concert with them from continuing to occupy the Property and evicting them therefrom;
5. For an order stating that Defendant engaged in unfair business practices;
6. For damages, disgorgement, and injunctive relief;
7. For compensatory and statutory damages, attorneys' fees, and costs according to proof at trial;
8. For exemplary damages in an amount sufficient to punish Defendant's wrongful conduct and deter future misconduct;
9. That judgment is entered in Plaintiffs' favor and against Defendant, and each of them;
10. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

► Duncan McGee Nefcy
Duncan McGee Nefcy
Attorney for Plaintiffs
AMIR SHAHMIRZA
KOMIR, INC.